3011112	, LLIKE	John Dee	re Equipment (U.S	. Only)	) PO Re	evision# Original
PURCHASER'S NAME	- First Signer (First N	liddle Initial Last)	IDATE OF ORDER	COMPAN	IY UNIT  DE	EALER ACCOUNT NO.
TROVILLION FARMS	instalgher (mac, n	naaro minai, zaar,	Apr 28, 2014	06		9959
(SECOND LINE OF OV	VNER NAME)		DEALER ORDER NO.			
SCOTT TROVILLION	,					
STREET OR RR			SOC.SEC.	IRS NO.	EI	N.NO.
RR 2 BOX 161						
TOWN	STATE	ZIP CODE	TRANSACTION TYPE		PURCHASER SAI	LES TAX EXEMPT
GOLCONDA	IL	62938	Cash Sale			
COUNTY	PURCHASER ACCT	PHONE NO.	SELLER'S NAME & ADDRES	S	·	
Pope		618-949-3378	WM. NOBBE AND COMPAN'	Y, INC.		
E-MAIL ADDRESS			1400 East Outer Road North			
strovillion@hotmail.co	om		Scott City, MO, 63780			
PURCHASER'S NAME	- Second Signer		5733350192			
			I (We), the undersigned, her	eby order	from Dealer the Equipn	nent described below, to be
STREET OR RR			delivered as shown below. The from the manufacturer and E	his order is ealer shall	s subject to Dealer's abili I be under no liability if	ity to obtain such Equipment delivery of the Equipment is
TOWN	STATE	ZIP CODE	<ul> <li>delayed or prevented due to beyond Dealer's control. The prior to any change in price</li> </ul>	orice shows by the mar	n below is subject to Dea nufacturer. It is also subj	ler's receipt of the Equipment ect to any new or increased
Use County	Use State/Pi	ovince	taxes imposed upon the sale	of the Equip	oment after the date of thi	is order.
POPE	IL					
± NOTICE: Equipment   Telematics at www.jdlin		telematics hardwa	re and software ("Telematics") th	at transmit	data to John Deere/Deal	er. Purchaser may deactivate
QTY W 0 R R D D R R E N T A L D		quipment & Value Give Model, Size		Hours of Use	PRODUCT IDENTIFICATIOI NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)

Telematics at www.jdlink.com.					
QTY   R   R   R   R   R   R   R   R   R		Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Leas Payments)	≣
1 X 2013 JOHN DEERE 8335R 335HP TRACTOR		40	1RW8335RLDD076073	\$ 265,500	00
1 X RE321017 Foot-Operated Speed Control, Wheel and T	RE321017 Foot-Operated Speed Control, Wheel and Tracks			\$ 145	18
1 X RE318606 Fender, Rear Extensions - 2.55 m (100 ln.)	Width	40		\$ 1,374	82
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.				\$ 267,020	00
QTY DESCRIPTION OF TRADE-IN	Hours of Use		PRODUCT NTIFICATION NUMBER	AMOUNT	
1 2007 JOHN DEERE 8530	1725	RW8	30D012436	\$ 175,500	
		TOTA	L TRADE-IN ALLOWANCE	\$ 175,500	00
PURCHASER TYPE MARKET USE		1. TO	AL CASH-PRICE	\$ 267,020	00
9 Farm 15 Row Crop/Small Grain		2. TO	AL TRADE-IN ALLOWANCE	\$ 175,500	00
COMMENTS:		3. TO	AL TRADE-IN PAY-OFF	\$ 0	00
Writing check for \$90,000 to pay for trade differnce			ANCE	\$ 91,520	00
Apply \$1520 to John Deere Financial Account to cover cost of attachments					
		6.			
		7.			
		8. SUI	3-TOTAL	\$ 91,520	00
		9. CA	SH WITH ORDER	\$ 0	00
		10. RE	NTAL APPLIED	\$ 0	00
		11. C#	ASH DISCOUNT	\$ 0	00
		12. B/	LANCE DUE	\$ 91,520	00

IMPORTANT WARRANTY NOTICE:The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully, YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

± Notwithstanding Purchaser's right, title or interest in the Equipment, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, Equipment or any hardware or devices interfacing with Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, Equipment, including Telematics ("Data Reporting Systems"); (iii) update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy. Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS -I (We) promise to pay the balance due (line12) shown above in cash, or to execute a Time Sale Agreement (Retail InstallmentContract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Purchaser's Signature	She!	Accepted By	JAS-	
Purchaser's Signature		Date Accepted Apr 29, 2014	Salesperson	BERGMANN, JARED K
DELIVERED ON:		WARRANTY BEGINS:		

## WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "authorized dealer"). The authorized dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the Purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting equipment which may have a delayed warranty start date, but only if established by John Deere and noted by the Selling Dealer on the Purchase Order). Included In Compact Utility Tractor Powertrain Warranty - Engine: cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). Powertrain: hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
Frontier™ Equipment CR14, LL13, LL14, and DH44 Series Frontier™ Equipment Snow blowers SB12 and SB13 series Other Frontier™ Equipment	6 months in Agricultural or Residential-Personal Use, 90 Days in Any other Application 12 months 12 months in Agricultural or Residential-Personal Use, 90 Days in Any other Application
Sugar Cane Harvesters and Loaders	12 Months or 1500 hours, whichever comes first.
All other Equipment (includes Ag Management Solutions (AMS) equipment)	12 Months
Premium Balers	24 Months or 12,000 bales, Whichever Comes First, First 12 Months, No Bale Limitation
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First

\*Engine Items Covered months 13 through 24 - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.

THE ALIEN OF PAULENCE	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, LA100 and D100 Series Tractors **	24 Months or 120 Hours, Whichever Comes First
2) X300 Series Tractors; Z445 and Z465 EZtrak Mowers.**	48 Months or 300 Hours, Whichever Comes First
3) X500 Series Tractors; Z600 Series Residential EZtrak Mowers.**	48 Months or 500 Hours, Whichever Comes First
4) X700 Series Tractors.**	48 Months or 700 Hours, Whichever Comes First
5) JS Series Residential Walk-Behind Mowers.	24 Months in Private Residential -Personal Use or 90 days in Any Other Application
6) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines),Quik Trak™ Mowers, Commercial Walk Behind Mowers (32* or larger), and 7- IRON™ Mower Decks.	24 Months
7) Z900B Series and Z900M Series ZTrak Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
8) Z997, Z900A Series and Z900R Series ZTrak Mowers	36 Months or 1500 Hours, Whichever Comes First, First 24 Months, No Hour Limitation
9) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
10) GATOR™ Utility Vehicles (except CX and RSX)	12 Months or 1000 Hours, Whichever Comes First
11) RSX Series Utility Vehicles	6 Months
12) Implements; Attachments sold separately and attachments used on Equipment listed in 6 through 10.	12 Months
13) CX GATOR**, WE80 and WE85 Walk Behind Mowers, All other Turf & Utility Equipment.	24 Months in Private Residential -Personal Use or 12 months in Any Other Application

<sup>\*\*</sup>Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Attachments purchased separately will be covered by the Attachment warranty (in line 12).

C. (I) ITEMS COVERED SEPARATELY – (1) Tires and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, and windrowers are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by Selling Dealer. (6) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an authorized dealer within a reasonable time.

## Case 3:18-cv-01327-DRH-SCW Document 1-1 Filed 06/26/18 Page 3 of 3 Page ID #10

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

**NOTICE**: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at <a href="www.JohnDeere.com/Agreements">www.JohnDeere.com/Agreements</a>. If these terms and conditions are not agreeable do not proceed and do not use the Services.